

04290/25

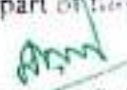
I-4304/25



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 346431

Certified that the document is admitted to registration. The signature sheets and the endroesment sheets attached with document are the part of this document.


District Sub-Registrar-V
Alipore, South 24 Parganas

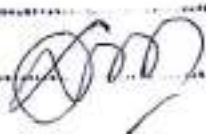
02 JUN 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is being made on the ..*2nd*..
day of June, 2025 (Two Thousand Twenty-Five) of the Christian Era

No. 305 05/7/23 100f

Name SHEKATAUR RAHAMAN
Address Alipore Judges Court
Kolkata-700 027

Vendor 
L. K. DAS
Licenced Stamp Vendor
Alipore Criminal Court



Identified by me-



(Shek Ataur Rahaman), Advocate
S/O - Late Sk Anisur Rahaman
34, Sodepur Brick Field Road
P.O.+P.S.- Haridevpur
Kolkata- 700 082
Mob. No.- 93309 42717



BETWEEN

MRS. JESMINARA KHATUN (Income Tax PAN-AFDPI5238Q and Aadhaar No.- 7901 1990 8320), wife of Mr. Maidul Islam and the daughter of Imam Ali Molla, by faith- Islam, by Occupation- Business, by Nationality- Indian, residing at Mayfair Palm's Apartment, Block-A, Flat No.- A301, Vivekananda Avenue, Kolkata- 700145, P.S.- Sonarpur, P.O.-Malancha Mahinagar, District-South 24 Parganas, (Mobile No- 82402 82220), hereinafter called and referred to as the "**LAND OWNER/FIRST PARTY**", (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, executors, successors, agents, administrators and assigns) of the **ONE PART.**

AND

AURIK CONSTRUCTION (Income Tax PAN-ADAPI6433Q) a Proprietorship firm, having its registered office at Plot No -1014, Ground Floor, Village -Mallickpur, Ganima Road, Post Office-Mallickpur, Police Station-Baruipur, Pin Code No.- 700145, District-South 24 Parganas, duly represented by its sole Proprietor namely **MR. MAIDUL ISLAM** (Income Tax PAN-ADAPI6433Q and Aadhaar No.-7154 1808 9383), son of Late Nur Mohammad Molla, by faith- Islam, by Occupation- Business, by Nationality- Indian, residing at Mayfair Palm's Apartment, Block-A, Flat No.- A301, Vivekananda Avenue, Kolkata- 700145, P.S.- Sonarpur, P.O.- Malancha Mahinagar, District-South 24 Parganas (Mobile No-97480 54026), hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-interest and executors, administrators, legal representatives and assigns) of the **OTHER PART.**

PART-I # DEFINITIONS AND INTERPRETATION

I. **DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:

- a) **DEVELOPMENT AGREEMENT** shall mean this Agreement.

- b) **LAND OWNER** shall mean the aforesaid **JESMINARA KHATUN**, wife of Mr. Maidul Islam and the daughter of Imam Ali Molla, by faith- Islam, by Occupation- Business, by Nationality-Indian, residing at Mayfair Palm's Apartment, Block-A, Flat No.- A301, Vivekananda Avenue, Kolkata- 700145, P.S.- Sonarpur, P.O.- Malancha Mahinagar, District-South 24 Parganas, (**Mobile No-82402 82220**) , mentioned herein above.
- c) **DEVELOPER** shall mean "**AURIK CONSTRUCTION**" (**Income Tax PAN-ADAPI6433Q**), a Proprietorship firm, having its registered office at Plot No - 1014, Ground Floor, Village-Mallickpur (Ganima Road), Post Office - Mallickpur, Police Station- Baruipur, Pin Code No.- 700145, District-South 24 Parganas, duly represented by its sole Proprietor namely **MR. MAIDUL ISLAM** (**Income Tax PAN-ADAPI6433Q and Aadhaar No.-7154 1808 9383**), son of Late Nur Mohammad Molla, by faith- Islam, by Occupation- Business, by Nationality- Indian, residing at Mayfair Palms Apartment, Block-A, Flat No.- A301, Vivekananda Avenue, Kolkata- 700145, P.S.-Sonarpur , P.O.- Malancha Mahinagar, District-South 24 Parganas, (**Mobile No-97480 54026**) .
- d) "**PROJECT LAND**" shall mean **ALL THAT** piece and parcel of land measuring about **24.30 Decimal** more or less, in **Part of R.S. Dag Nos. 1012 & 1013 under R.S. Khatian No. 100 and 416 corresponding to Part of L.R. Dag Nos. 1012 & 1013 under L.R. Khatian No.6069**, by Nature -Bastu Commercial, lying and situated at **Mouza-Mallickpur**, J.L. No.-10, Revenue Survey No. 124, Touzi No.250, Pargana- Medanmalla, District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, Pin Code No. 700145, in the District of South 24 Parganas , more fully and particularly described in the **FIRST SCHEDULE** hereunder written, which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- e) "**BUILDINGS**" shall mean the Residential and Commercial multi-storied building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and

from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.

- f) **"FLATS/APARTMENTS"** shall mean the Residential and Commercial Houses and/or building or buildings to be constructed upon the Said Project Land mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Mallickpur Gram Panchayat, Panchayat Samity & Zilla Parishad of South 24 Parganas** and from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.
- g) **"COMMON AREAS AND INSTALLATIONS"** shall mean and include the areas, installations and facilities of the said Housing Project to be used in common by all the Owner/Transferees at the said New Building/Buildings forming part of the Housing Project, which has been specifically described in the **FOURTH SCHEDULE** herein under.
- h) **"ARCHITECT"** shall mean such person/persons, firm/firms or Company whom the Second Party/Developer may appoint from time to time as the Architect for designing and planning of the new building or buildings to be constructed at the Said Project Land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, forming part of the Housing Project as defined hereinafter.
- i) **"BUILDING PLAN"** shall mean the plan or plans, elevations, structural designs, drawings and specifications of the building or buildings as shall be prepared by the Architect and structural Engineers and to be sanctioned by the **Zilla Parishad of South 24 Parganas** or any other concerned authority including modification or variation thereon which may be made from time to time.
- j) **"SALEABLE AREA/SPACE"** shall mean the space or spaces in the new building or buildings, flats/apartments available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- k) **"BUILDING COMPLEX"** shall mean the said project land, mentioned in the **FIRST SCHEDULE** herein below with the New Buildings thereon.

- l) **"HOUSING PROJECT"** shall mean the Housing Project to be undertaken by construction, erection and completion of the new Building/Buildings at the said property as defined hereinafter and to be ultimately transferred to various intending Purchasers/Transferees on Ownership Basis.
- m) **"OWNER'S ALLOCATION"** shall mean the share in the Transferable Areas/ Saleable Areas in the building(s)/flats/apartments, together with undivided and impartible proportionate share of the land under the said new building(s) including all rights easements, common facilities and amenities annexed to the Project and in accordance with the express terms and conditions hereof, mentioned in **Para No.- 15.1** herein below.
- n) **"DEVELOPER'S ALLOCATION"** shall mean the share in the Transferable Areas/ Saleable Areas in the building(s)/flats/apartment , together with undivided and impartible proportionate share of the land under the said building(s)/flats/apartments including all rights easements, common facilities and amenities annexed to the Project and in accordance with the express terms and conditions hereof , mentioned in **Para No.- 15.2** herein below.
- o) **"TRANSFEREES"** shall mean and include all persons, firm, limited company, association etc. to whom any Transferable Areas will be transferred on Ownership Basis or agreed to be so done.
- p) **"MARKETING" OR "TRANSFER"** (with their respective grammatical variations) shall include transfer by sale, lease/or by any other means adopted to alienate or part with possession of the Transferable Areas or any part of share thereof.
- q) **"TRANSFERABLE AREAS"** shall include Units (which may be flats, apartments, office spaces, shops, constructed/covered spaces, parking spaces (open/covered) and all other areas at the Building Complex/Housing Project capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex/Housing Project capable of being commercially exploited or transferred for consideration in any manner.

- r) **"REALIZATION"** shall mean the amounts received against sale of transferable area of the respective allocation of the Owner and the Developer and also any amount received on account of Extras and Deposits.
- s) **"COMMON PURPOSES"** shall mean and include the purposes of managing, maintaining, administering, up-keep and security of the Buildings and/or Housing Complexes and in particular the Common Areas & Installations; rendition of common services in common of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof and dealing with all matters of common interest of the transferees thereof.
- t) **"COMMON AREA/FACILITIES"** shall mean corridors, hallways, stairways, passages, lift shafts, lifts, driveways, lawns, parks, open spaces, common lavatories, generator room, fire safety work stations, electrical sub-station, tubewell, pumps, underground reservoir, over head water tank, plumbing lines, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building.
- u) **"COMMON EXPENSES"** shall mean and include all expenses to be incurred for the maintenance management, upkeep security and administration of the said Project land (including, the Common Facilities) and other Common Purpose and rendition of common services.
- v) **"COMPLETION OF CONSTRUCTION"** (including its variations, "Construction shall be completed", "Complete Construction" and "Completed") shall mean all Units in the Building(S) comprised in the said Project land which will be completed in all respects with all fixtures, fittings and amenities therein and the entrance, ground floor and lobby of the Building being also completed in all respects, lifts being made operative, fire safety system necessary water, drainage sewerage and electricity connections have been provided. The developer shall obtain completion certificate (Fit for Occupancy) from the competent authority at its responsibility, cost and expenses.
- w) **"CONSENTS"** shall mean any and/or all permissions, clearances, licenses, authorizations, consents, no objections, approvals and exemptions under or pursuant to any of the applicable laws or from any Government authority

required in connection with the development of the said Project land and for executing this Agreement and for undertaking, performing or discharging the obligations contemplated by this agreement to be obtained by the Developer. After execution of this "Development Agreement" & "Development Power of Attorney" any modification and changes to be obtained by the Developer towards construction of the building and its allied purpose, the Developer shall intimate and obtain consent from the Land Owner.

- x) **"PARKING SPACES"** shall mean Open/Covered car parking spaces in the basement/ground floor of the Building and/or Housing Complex , capable of being used for parking therein by Four Wheelers / two wheelers.
- y) **"TAXES AND RENTS"** means all taxes, rents, assessments, duties, levies and all other charges, including advalorem taxes on the project land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, imposed by any Governmental Authority in connection with the development of said Project Land. The taxes and rent will be paid by the Land Owner before/till the date of execution of this "Development Agreement" and thereafter the Developer shall bear all taxes and rent till the date of hand over the possession of the Owner's Allocation or his/her/its/their nominee/nominees and thereafter the Unit Owner shall bear the proportionate share of the same till their Ownership.
- z) **"ROOF"** shall mean ultimate roof of each of the buildings which is one of the common amenities and facilities of the Project as per Act.
- aa) **"UNITS"** shall mean all the Residential and Commercial spaces and other constructed areas in the new Buildings capable of being held occupied and used exclusively as an independent Residential and Commercial spaces .
- bb) **"TITLE DEEDS"** shall mean all the documents referred herein below of the recital in respect of said Project Land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- cc) **"FORCE MAJEURE"** shall include all the events like Fire, Earthquake, storm, lightning, flood, riots, civil commotion and disturbances, insurgency, enemy action or war or such other unforeseen natural calamities or any injunctions/orders of any Government, Local Authority, statutory authorities and

other concerned authorities and persons restraining the development thereof or any part thereof or any other reason beyond the control of the Developer.

dd) **"PROJECT"** shall mean the work of development undertaken by the Developer from inception till the development of the said Project Land is completed, possession of the completed units is taken over by the Unit Owner(s) or intimated to the allottee/s and the Deeds of Conveyance/Transfer are executed and registered in favour of the Unit Owner(s) and possession of the completed Apartment/Units be made over to the Unit Owner and the name of the Project has been fixed by the Developer as **"GATEWAY"**, lying and situated at Village - Mallickpur (Ganima Road), Near Mallickpur Railway Station , Post Office - Mallickpur, Police Station - Baruipur, Pin code No - 700145, District - South 24 Parganas . The Project has been made into 3 (Three) Blocks being **Block Nos. A, B and C.**

ee) **PROJECT CONCEPUALISATION:**

"GATEWAY" is being promoted/ developed on joint venture basis and is completed with essential facilities within itself.

"GATEWAY" is a residential & commercial project having dual entity and is being promoted by the Developer **"AURIK CONSTRUCTION"** herein on joint venture basis with the Land Owner mentioned herein above.

"GATEWAY" will be promoted/developed on the said project land, measuring about **24.30 Decimal** more or less, in **Part of R.S. Dag Nos. 1012 & 1013 under R.S. Khatian No. 100 and 416 corresponding to Part of L.R. Dag Nos. 1012 & 1013 under L.R. Khatian No.6069**, by Nature -Bastu Commercial, lying and situated at **Mouza- Mallickpur, J.L. No.-10, Revenue Survey No. 124 , Touzi No.250, Pargana-Medanmalla , District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur**, within the jurisdiction of **Mallickpur Gram Panchayat**, Pin Code No. 700145, in the District of South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

II. INTERPRETATIONS:

- i. Any reference to any act of Parliament/Assembly whether general or specific and shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, byelaws, permissions or directions any time issued under it.
- ii. Reference to any agreement, contract, deed or document shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated.
- iii. Reference to any Clause shall mean such Clause of this agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this agreement and include any part of such Schedule.
- iv. Headings, Clause Titles, Capitalized expressions and Bold Expressions are given for convenience purpose only.
- v. Unless the context otherwise requires or is stated, words in the singular include the plural and vice versa, words importing any gender include all genders.

PART-II # RECITALS AND REPRESENTATION

- A.** The First Party is the lawful Owner of the Project Land, more fully described in the **FIRST SCHEDULE** hereunder written and the Second Party is the Developer who has experience in developing lands and constructing multi-storied buildings, flats, apartments, market-complex, shopping mall etc. with repute in and around Kolkata and various other places.
- B.** The aforesaid **JESMINARA KHATUN**, the Land Owner herein, had purchased **ALL THAT** piece and parcel of land measuring about **24.30 Decimal** more or less, by virtue of several Deeds of Conveyance and/or Deed of Gift, executed and registered in the concerned offices, details of which are shown in a Chart herein below and recorded in Book No.-I, such as -

Purchaser's / Donee's Name	Regn. Office	Deed No.	Year	Volume No.	Page Nos.	R.S. & L.R. Dag Nos	Khatian Nos.	Total Area in Dag (Dec.)	Area of Purchased Land (In Decimal)
Jesminara Khatun (Purchaser)	A.D.S.R.-Baruipur	03600	2022	1611-2022	97566-97594	1013	R.S.-416, L.R.-516	20	4.881
							TOTAL (A) =	20	4.881
Jesminara Khatun (Purchaser)	A.D.S.R.-Baruipur	03603	2022	1611-2022	97650-97677	1012	R.S.-100, L.R.-741	15	5.859
							R.S.-100, L.R.-11		5.859
							TOTAL (B) =	15	11.718
Jesminara Khatun (Donee)	D.S.R.-IV, South 24 Parganas	10390 (Gift Deed)	2024	1604-2024	301866-301891	1012	R.S.-100, L.R.-741	15	1.641
							R.S.-100, L.R.-11	15	1.641
							TOTAL (C) =	15	3.282
						1013	R.S.-416, L.R.-516	20	4.375
							TOTAL (D) =	20	4.375
							SUM TOTAL (A+B+C+D) =	35	24.256
									24.30 DEC.

C. Since after purchase, the First Party/Land Owner(s) has/have been possessing, enjoying and exercising its rights, title, interest of the said project land, more fully described in the **FIRST SCHEDULE** hereunder written peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and has every right to transfer the same to anybody against valuable consideration.

D. Thereafter the aforesaid **JESMINARA KHATUN**, the Land Owner herein, has mutated her name as the Owner in the records of B.L. & L.R.O- Baruipur, South 24 Parganas under **L.R. Khatian No. 6069** and the mutated area is **24.30 Decimal** more or less .

E. The Land Owner/First Party herein , has become the lawful owner and possessed of **ALL THAT** piece and parcel of land measuring about **24.30 Decimal** more or less, in **Part of R.S. Dag Nos. 1012 & 1013 under R.S. Khatian No. 100, and 416 corresponding to Part of L.R. Dag Nos. 1012 & 1013 under L.R. Khatian No.6069**, by Nature -Bastu & Shali, lying and situated at **Mouza- Mallickpur**, J.L. No.-10, Revenue Survey No. 124 , Touzi No.250, Pargana- Medanmalla , District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, Pin Code No. 700145, in the District of South 24 Parganas , more fully and particularly described in the **FIRST SCHEDULE** hereunder

written which is free from all encumbrances, charges, liens, lispense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.

- F. Thereafter the aforesaid plots and part of the plots of land and /or project land, more fully and particularly described in the **FIRST SCHEDULE** hereunder written, have already been converted from 'Shali' to "Commercial Bastu" from the concerned authority.
- G. The Land Owner/First Party is/are desirous of utilizing the said Project Land for gain. So, the Owner/First Party has/have approached the Developer/ the Second Party for the same. The Developer considering the proposal of the Land Owner/ First Party, has/have also agreed to develop the said land into the Residential/Commercial Building(s) with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.
- H. At or before the execution of this Development Agreement, the Owner/First Party herein has/have assured and represented themselves to the Developer as follows:
- (i) The Land Owner herein is holding free from all encumbrances in respect of the said project land in entirety more fully described in the **FIRST SCHEDULE** hereunder written and /or given.
 - (ii) No person other than the aforesaid Land Owner herein, has any title of any nature whatsoever in the project land or any part thereof.
 - (iii) The right, title and interest, of the Owner herein in the project land is/are free from all sorts encumbrances, charges, liens, lispenses, damages, claims, hindrances, attachments, debts, dues, acquisition and requisitions whatsoever and the Land Owner herein have good marketable title in the said project land mentioned in the **FIRST SCHEDULE** herein below.
 - (iv) The project land or any part thereof is at present not effected by any acquisition and requisitions or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the Land Owner herein.
 - (v) Neither the project land nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.
 - (vi) The Owner is legally competent to enter into this agreement with the Developer for the development of the project land, mentioned in the **FIRST SCHEDULE** herein below.
 - (vii) There is no impediment or obstruction, restriction or prohibition in the Owner/Owner' entering upon this agreement and/or in development and transfer of the said project land so developed.

- I. The Land Owner as well as the Proprietor of the Developer herein sat on the meetings and in the meetings, it has been decided that one Development Agreement and one Development Power of Attorney would be executed in respect of the project land mentioned herein before and the Second Party shall construct the building/buildings therein in terms of the "Development Agreement" and "Development Power of Attorney" to be executed separately.
- J. The **Developer /Second Party** mentioned herein, is developing part by part, a Housing Complex of Ownership flats and commercial spaces on the piece and parcel of vacant land measuring about **24.30 Decimal** more or less, in **Part of R.S. Dag Nos. 1012 & 1013 under R.S. Khatian No. 100 and 416 corresponding to Part of L.R. Dag Nos. 1012 & 1013 under L.R. Khatian No.6069**, by Nature- Bastu Commercial, lying and situated at **Mouza-Mallickpur**, J.L. No.-10, Revenue Survey No. 124 , Touzi No.250, Pargana-Medanmalla , District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, Pin Code No. 700145, in the District of South 24 Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and hereinafter called referred to as the "**SAID LAND**" which consists of **3(Three) Blocks** such as **Block-A, Block-B and Block-C** respectively as per Sanctioned Plan .
- K. As per the terms and conditions agreed & decided in the meetings by and between the Parties in connection with the development of the said project land , at the cost and expenses of the **Developer/Second Party**, the **Land Owner/First Party** mentioned herein had already obtained **Sanction of the Building Plan** from the **South 24 Parganas Zilla Parishad**, vide **Plan No.- 831/961/KMDA, dated-11-04-2025**, for the construction of the flat/flats.
- L. The parties herein do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said project land and the commercial exploitation of the Residential Cum Commercial Building/Buildings by the Parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained.
- M. The terms and conditions of this Development Agreement is fair and reasonable and for the benefit of the parties hereto and the Owner/ First Party is under no coercion to enter into this Agreement.

PART-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. AGREEMENT AND CONSIDERATION:

- 1.1. The parties have agreed and contracted with each other for development of the said project land and commercial exploitation of the same and developments thereof for the mutual benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 1.2. In consideration of the mutual promises and obligations of the parties contained herein, the Owner hereby agrees to provide the said project land and to allow the same to be henceforth used exclusively and solely for the purpose of development of the same by the Developer and agree that with effect from the date of execution hereof, the Developer shall have the sole, exclusive right and authority to develop the said project land into the residential cum commercial building/buildings and to market the same in the manner mentioned hereunder. The Owner hereby agrees to grant, sell and transfer the proportionate undivided shares of the said project land attributed to the Developer's allocation to the Transferees nominated by the Developer.
- 1.3. In consideration of the Owner providing the land at the said project, the Developer shall develop the Building Complex and construct or cause to be constructed the same and shall comply with its obligations and liabilities herein contained and the parties agree that in the Building Complex, the parties shall be entitled to the following allocations respectively as following: -
 - (a) In lieu of the project land, the Developer shall handover and the Owner will be entitled to get **30% (Thirty Percent)** of constructed area in the proposed Building(s) as mentioned in Para No.-15.1, including Common Areas, facilities, amenities and installations as being the **"Owner's Allocation"**.
 - (b) In lieu of making construction of the buildings the Developer is entitled to get and shall have liberty to transfer **70% (Seventy Percent)** of constructed area in the proposed buildings, as mentioned in Para No.-15.2, including Common Areas, facilities, amenities and installations as being the **"Developer's Allocation"**.
- 1.4. Each of the promises herein shall be the consideration for the other.

2. RIGHTS OF POSSESSION OF LAND AND DECLARATION OF THE OWNER:-

- i) The First Party/Owner is/are allowing construction of the building together with rights of possession of the land mentioned in the **FIRST SCHEDULE** hereunder written in favour of the Developer/Second Party.
- ii) The Owner doth hereby undertakes and declare that the title of the project land or any part of it has not been impeached and or encumbered.
- iii) The Owner doth hereby further agree and covenant with the Developer not to let out, grant lease, mortgage, charge or otherwise encumbered or part with possession with the said project land or any part thereof as from the date of this presents according to the expressed terms of this Development Agreement.

3. HANDOVER OF TITLE DEEDS AND OTHER DOCUMENTS:

The buildings would be constructed upon the Project Land in 3(Three) Blocks i.e., **Block Nos. A, B & C**. The Developer shall construct Buildings as per sanction of the building plan. After obtaining sanction of the building plan, the Owner shall handover the possession of the Land to the Developer along with a Letter of Possession whereby and whereunder the Developer has received possession of the same from the Owner. The Owner herein has already delivered all the title deeds and documents in original related to the said project land to the Developer/the Second Party and until the date of completion of the project, these will be kept with the Developer. If the Project fails owing to cause of the Developer, the Developer shall handover all the original documents, title deeds relating to the said project land to the Land Owner immediately.

4. OBLIGATIONS OF THE DEVELOPER:

- 4.1 The Developer hereby agrees and undertakes with the Land Owner that the Developer shall have the obligation to mutate the name of the Land Owner in the records of B.L. & L.R.O. and Gram Panchayat at the cost and expenses of the Owner (if any).
- 4.2 **The Developer hereby agrees and undertakes**
 - (a) To cause to be corrected any errors or omissions (if any) in the records of the B.L.& L.R.O., Baruipur, Govt. of West Bengal, Mullickpur Gram panchayat etc. and any other relevant offices/authority to ensure that the said project land is fit for development with the help of the Owner at the cost and expenses of the Owner.
 - (b) To apply for and obtain any clearance or other certificate as may be required for sanction of the Building Plan(s).
- 4.3 In case any encumbrance or curable defect/deficiency in title of the project land, is found to be affecting the said project land or any part thereof, the Developer

shall remove and cure the same with the assistance of the Owner at its own costs and expenses promptly.

5. EXECUTION OF DEVELOPMENT POWER OF ATTORNEY:

The Owner/the First Party shall execute a 'Development Power of Attorney' in favour of the Developer for the execution of the project and also for smooth and expeditious implementations of the project, if required.

6. COST TO BE BORNE BY THE DEVELOPER:

- a) All costs and expenses to be incurred in the paper work and otherwise, for getting the plans sanctioned (including fees of the Architects and all fees, costs and charges payable for sanction, modification, alteration and/or revision of building plans) and for making applications for other purposes like installation of water connection, electricity connection, telephone connection, lifts and for all other similar purposes shall be entirely borne by the Developer/ the Second Party.
- b) The Developer had already made the conversion of most of the plots of the project land, for construction of the buildings and obtains land ceiling clearance from the competent authority in respect of the said project land mentioned in the **FIRST SCHEDULE** hereunder written.
- c) After obtaining sanction of the building plan and during construction of the building, if the Developer herein constructs extra area beyond the sanction, then the Developer will bear expenses for extra area and handover the possession of **30% (Thirty Percent)** of constructed area in the proposed Building(s) as mentioned in Para No.- **15.1**, including Common Areas, facilities, amenities and installations, to the Owner but the Developer shall ratify the sanction of the extra area of the Project.

7. CONSTRUCTION AS PER SANCTIONED PLAN:

The construction of the entire project shall be made in accordance with the sanctioned building plan and its modification, if any, by the Developer/ the Second Party.

8. EXECUTION OF THE PROJECT:

- 8.1 **Building Plans:** The Developer shall prepare or cause to be prepared building plans and apply for the same for the construction of the buildings at the said project land. The plans for the construction of the buildings shall be caused to be sanctioned, modified and/or altered from time to time by the Developer at its own costs and expenses. The Parties' Copies of the Structural and Architectural plans in original, sanctioned by the competent authority, will be kept with the

Developer. The Owner shall keep the certified copy of the Structural and Architectural plans in its custody. Upon completion of construction of the Building Complex, the plans which form part of the documents of title shall along with the other documents of title be kept by the society (upon formation) in its safe custody. The Developer shall provide one certified copy of this "Development Agreement" and one "Development Power of Attorney" to the Owner.

- 8.2 The Developer with the mutual consent of the Land Owner shall be entitled from time to time to cause modifications and/or alterations to the building plans.
- 8.3 The Developer shall construct the basic common areas and installations as per the specifications contained in the **SECOND SCHEDULE** herein below and charge the extras and deposits in respect of the items specified in the **THIRD SCHEDULE** herein from the Transferees/ intending purchasers. The Developer shall be free to add any other infrastructure or amenity as common area or installation and in such event the Developer shall be entitled to claim or recover such costs, charges or expenses in respect thereof from the Transferees/intending purchasers as the Developer may deem fit and proper. If the Developer claims any extra costs and/or charges such as sinking fund, maintenance charges, generator charges, club charges (any charges save and except the sale price of flat/unit and car parking space) etc. from the transferee/intending purchasers, the said amount will be transferred to the Developer's account for Owner' allocation also after collecting the same from the intending purchasers.
- 8.4 **Construction of Building Complex:** The Developer shall construct, erect and complete the proposed Building Complex in a good and workman like manner with good and standard quality of materials and shall construct and finish the development work in accordance with the specifications mentioned in the **SECOND SCHEDULE** written hereunder. The Developer shall construct and build the buildings in accordance with the Building Plans and to do all acts, deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules in force at the relevant time. The construction shall be done by the Developer as per Law.
- 8.5 The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities, inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the proposed Building Complex, at its own cost and expenses.

- 8.6 In addition to the obligation, the Land Owner shall execute a registered "**Power of Attorney**" in favour of the Developer as contained hereinafter, the Developer shall be authorized and empowered and wherever possible in its own name as the Developer to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the proposed Building Complex and also to sign and execute all plans, sketches, papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said project land or any portion thereof and/or for obtaining any utilities and permissions.
- 8.7 The Architects and the entire team of people required for execution of Building Complex of the project, shall be such person as may be selected and appointed by the Developer with the mutual consent of the Land Owner also for the purpose of construction such as architects, structural engineers, contractors, labourers, care-takers, etc. who will be under appointment from and/or employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc., or their acts in any manner whatsoever and the Land Owner shall have no responsibility in these matters .
- 8.8 The Developer shall also be liable to apply for and to obtain any other certificate, permission, clearance etc., as may be required or found necessary for development of the said project land.
- 8.09 For all or any of the purposes contained hereinabove, the Land Owner shall render all assistance and co-operation to the Developer and sign, execute and submit and deliver all plans, specifications, undertakings, declarations, papers and documents at the costs and expenses of the Developer, as may be lawfully or reasonably required by the Developer from time to time.
- 8.10 **Time for Completion** : The Developer hereby agrees to complete the development of the said Project within **48 (Forty-Eight) months** from the date of execution of this agreement. Further Grace period of **6 (Six) months** may be allowed by the Land Owner to the Developer subject to satisfactory progress of all blocks of construction and milestones achieved. It is pertinent to mention herein that the Developer shall complete this **project** in complete compliance with the specifications and other relevant clauses and to obtain completion certificate (fit for occupancy) within the stipulated period of **48(Forty-Eight) months** from the date of execution of this agreement with a conditional grace period of **6 (Six) months**. Time for completion of the proposed building

complex/project is the essence of the contract, however, it may please be noted that in case of any change in regulations of the competent authority bearing effects on the timely completion of the projects in phases, this time frame may be modified with mutual consent and agreement.

- 8.11 The entire project consists of **3 (Three)** Blocks such as **Block-A, Block-B and Block-C** and all the blocks will be completed within a certain period as mentioned in Para No. 8.10.

I) The complete execution of this project will be done in 48 months from the date of this agreement adhering to the time lines mentioned herein above.

II) . In case of delay in starting and/or completing the project as against its scheduled date leading to delay in overall completion of the project beyond tolerable limit i.e. **6 months**, both the parties will sit together and consider the reasons for delay in execution of the project. If the reasons for delay of the project is found to be unsatisfactory to the Owner, then this agreement will cease to exist and project completion time limit of 48 months will have no value.

However, the entire Project shall be completed within **48 (forty-eight) months** from the date of execution of this Agreement with a grace period of **6 (Six) months**. The Developer shall complete the project in strict adherence as per Point No. 8.11.

9. MARKETING:

9.1 The Owner doth hereby appoint the Developer and grant permission and the rights and authority to the Developer to market all the units of the Owner's Allocation as mentioned in Point No.15.1 herein below and the Developer shall also have exclusive right to market all the units of its Allocation as per Point No.15.2 herein below. The Owner shall have exclusive right to sell its own allocation during the construction of the project's building without any participation. However, the Owner and the Developer may/shall jointly appoint a Marketing Agent as per agreed separate Marketing Agreement for the purpose of their respective allocation to its intending buyer(s) or its nominee and the Owner and the Developer shall pay remuneration to the marketing agent(s) for their respective allocation. The Developer shall help and assist the Owner and/or its marketing agent to sell its allocation to its intending buyers. The sale and/or booking of the building(s)/flats/apartments shall be started through the marketing agent only after dividing the allocation of the Owner and the Developer as **30:70** ratios in respect of each and every phase. This may be very clearly understood that in case of sale of both the Parties'

Allocations through Marketing Agent during the currency of project, the sale procedure of the project will be solely handled by the Developer only.

It is also pertinent to mention that sales commission of the third-party agency towards sales of the units of the project will be shared and/or borne by the Developer and the Owner on sale of their allocated area as 30:70 ratio.

- 9.2 The Owner doth hereby give permission to the Developer to convey and/or assign and/or transfer the undivided impartible proportionate share in project land attributed to the Developer's Allocation in favour of its nominee/intending purchaser(s). It is pertinent to mention herewith that only after obtaining sanction of the building plan from the concerned authority and dividing their allocation as 30:70 ratio (Owner's Allocation: Developer's Allocation), during the construction of the building complex, the Parties herein shall execute and register "Agreement for sale" and/or "Deed of Conveyance" in respect of their Allocation together with undivided and impartible proportionate share of land to its nominee/intending purchasers.
- 9.3 The Developer shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Transferable/Saleable Areas at such remuneration and on such terms and conditions as it may deem fit and proper and the cost of brokerage will be borne by the Developer and the Owner as per sale of their respective allocation.
- 9.4 The Developer shall accept bookings of any Transferable/Saleable Area from any Transferee and if necessary to cancel, revoke or withdraw any such booking in respect of its allocation.
- 9.5 In no case of underselling or discounting prices for both the allocations is envisaged, the Developer's market price from time to time will be adhered. It will only be possible by mutual consent.
- 9.6 The final Deed of Conveyance in respect of the Transferable/Saleable Areas shall have both the Owner and the Developer as parties and be signed by the Constituted Attorney/authorized representatives of the Owner and the Developer. The Owner agrees to execute a Development Power of Attorney and/or register one or more "Power of Attorney" in favour of the Developer as may be required or necessary from time to time to execute the "Agreements for Sale", Agreements and Deed of Conveyance on behalf of the Owner to convey undivided proportionate share of project land in respect of Developer's Allocation only.

10. SUPPLEMENTARY DEVELOPMENT AGREEMENT:

After obtaining sanction of the building plan of the project from the concerned authority, the Owner and the Developer shall prepare Supplementary Development Agreements (if required) in respect of sanctioned plan, dividing their allocation as 30:70 ratio, thereafter the Developer for self and on behalf of the Owner shall sell their respective share to the intending Purchasers and or transferees.

11. REALISATION:

The Owner shall be entitled to get its share of realization and the Developer shall also be entitled to get its share of realization.

12. RIGHTS OF GETTING PROJECT FINANCE:

- a) The Developer may arrange for getting financing of the Project from a Bank/Financial Institution, hereinafter called and referred to as the "**Project Finance**". Such Project Finance can be secured on the strength of the security of the Developer's Entitlement/Developer's Allocation (save and except the Owner's allocation) at the own risk of the Developer but collateral security may be created by depositing the original title deeds of the said Property mentioned in the **FIRST SCHEDULE** herein below only. If the Developer will be unable to repay the Project finance to the Bank or Financial Institution, the Land Owner shall have no obligation to pay the amount borrowed by the Developer and the Land Owner shall have no liability or responsibility in it.

It is further clarified that the Developer shall solely remain liable and responsible for repayment of the amount so borrowed together with the interest and penal interest accrued due thereon and shall keep the Owner saved, harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

- b) The **intending purchaser/transferee** and/or nominee who wants to purchase the flat/unit/floor/constructed area from the developer/ owner, he/she/they shall obtain loan from the bank/financial institution keeping the said flat/unit/floor/ constructed area as equitable mortgage from whom the intending purchaser/transferee and/or nominee would obtain loan and in this regard, the Owner will assist/co-operate with the intending purchaser/transferee as well as the Developer in all respects specially for getting N.O.C. However, in no case the owner will sign any documents to become party to any loan and/or bank finance availed by the developer.
- c) It is pertinent to mention that Project Finance from any financial institution will be made, secured on the strength of the security of the Developer's Entitlement/Developer's Allocation (save and except the Owner's allocation) by

creating collateral security by depositing the original title deeds of the said Property mentioned in the **FIRST SCHEDULE** herein below upon which sanction for construction of the part of the project will be received from the concerned authority time to time.

d) No Objection to the Developer and/or the Intending Purchasers:

The Owner hereby covenant that (i) the Developer shall be entitled to obtain construction loan from any financial institution in line with clause mentioned above (ii) the Intending Purchasers shall also be entitled to obtain loan from any bank/ financial institution by mortgaging their respective flat/unit/floor/constructed area as equitable mortgage and (iii) the Owner shall also grant consent for creation of charge/mortgage by the Developer or its nominee in respect of Spaces/Units forming part of Developer's Allocation only.

13. SECURITY DEPOSIT:

Subject to the other terms and conditions thereof, the Land Owner/First Party herein will not be paid any amount of money as "Security Deposit Money" by the Developer/Second Party herein.

14. COMMON PURPOSE:

14.1 As a matter of necessity, the Owner and the Developer and all persons deriving rights, title and/or interest from them or any of them, in using and enjoying the Transferable Areas would be bound and obliged to pay the amounts and outgoings and comply with the obligations, restrictions, conditions and covenants as may be framed by the Developer and the Owner mutually and adopted for or relating to the Common Purposes.

14.2 The Developer shall, upon completion of the proposed development, form one Association (which may be a Society or Company or Association as may be deemed proper and expedient) for the Common Purposes and till such time as the Association is formed the Developer shall be in charge for the Common Purposes.

15. RATIO OF THE ALLOCATION :

15.1. OWNER'S ALLOCATION :

In lieu of the project land, the Owner shall get and the Developer shall handover **30% (Thirty Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats/apartments, together with undivided and impartible proportionate share of the land under the said building(s) including

all rights easements, common facilities and amenities annexed to the Project "GATEWAY".

15.2 **DEVELOPER'S ALLOCATION :**

In lieu of making construction upon the project land, the Developer shall get **70% (Seventy Percent)** share in the Transferable Areas/ Constructed Areas in the building(s)/flats/apartments, together with undivided and impartible proportionate share of the land under the said building(s) including all rights easements, common facilities and amenities annexed to the Project "GATEWAY".

16. **PARTYS' RIGHTS:**

A) OWNER' RIGHTS:

- I In lieu of the land mentioned the **First Schedule** herein below, the Owner herein will get its own share of Allocation , morefully mentioned in **Para No.- 15.1** herein above without any hindrance from the Developer herein .
- II. The possession of completed new flats of the project will be handed over by the Developer to the Owner at first within the stipulated period, mentioned in **Para No - 8.10** herein above.

B) DEVELOPER'S RIGHT :

- I). The Owner hereby grants exclusive right to the Developer to build and complete the new building/buildings.
- II) The Owner herein grants exclusive right to the Developer herein to commercially exploit the land without any obstruction and/or claim from the Owner's herein.
- III). The Developer herein will have absolute right and authority to enter into any agreement with any Purchaser(s) in respect of the project at any price and receives advance amount and/or consideration amount in full thereof **for the Developer's Allocation only.**
- IV). The Developer herein shall be entitled to occupy and use the project land, mentioned herein above and below **SUBJECT TO** the terms of these presents for the duration of the project. The Developer herein shall be entitled to use the said project land for setting up temporary site office and/or quarters for its guards and other staffs and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs.
- V). The Developer herein will be entitled to receive, collect and realize the money out of the said project and deposit the same in their account for the **Developer's Allocation only.**

- VI) The Developer herein shall cause such changes to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time.
- VII) The Developer herein will be entitled to deliver units in the project to the intending and/or prospective purchaser/s and/or buyer/s.
- VIII) The Developer herein will be entitled to make publicity and advertisement in all possible manners at its own cost for the benefit of commercial exploitation of the project.
- IX) The Developer herein will be entitled to sell all the materials of the existing buildings at its discretion without any claim whatsoever of the Owner(s) herein.
- X) The Owner herein shall give such co-operation to the Developer and sign all the papers, confirmation and/or authorities as may be reasonably required by the Developer herein from time to time, for the project, at the cost and expenses of the Developer.
- XI) The Owner herein will bear all taxes and impositions on the premises and/or part thereof till the date of signing this Development Agreement.
- XII) The Developer herein shall be entitled for all times to come to obtain loans from Banks and/or Financial Institutions and/or private Finances towards the cost of construction of the said project and if necessary **can create mortgage the land**, mentioned in the **First Schedule** herein. It is the sole responsibility of the Developer herein to complete the construction without any interference, disturbance and obstruction whatsoever from any person or corner and manner whatever and sell the units of the **Developer's Allocation only**. If this Development is terminated by the parties for any reason, the Developer will be liable and bounded to release the mortgaged deeds from the financial Institution or Bank by making repayment of loan amount.
- XIII) The Developer herein shall have the right of further construction, erection and promotion of further stories **i.e. more than G+IV storied** at and upon the said project land, mentioned herein above and below subject to the permission and sanction by the Sanctioning Authority., in the same ratio, morefully mentioned in **Para No.- 15** herein above.
- XIV) The expenses towards Advertisement and Publicity for marketing the aforesaid project shall be borne by the Developer only.

17. **PARTYS' OBLIGATIONS:**

A) OWNER' OBLIGATIONS:

- i) The Owner hereby agrees and covenants with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof (only for

the case of project land, mentioned in the **FIRST SCHEDULE** herein below), without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make the Owner collectively liable for payment of damages and compensation to the Developer.

- ii) In case any encumbrance or curable defect/deficiency in title of the project land, is found to be affecting the said project land or any part thereof, the Owner shall remove and cure the same at its own costs and expenses promptly with the assistance of the Developer (if required).
- iii) The Owner has the obligation to establish the clear marketable title of the said project land as on the basis of their supervision and guidance and necessary searching.
- iv) The Owner has assured the Developer that the project land mentioned in the **FIRST SCHEDULE** hereunder, is free from all encumbrances, lien, impendences and liabilities whatsoever from any corner.

B) DEVELOPER'S OBLIGATIONS:

The Developer shall do the following: -

- a) The Developer shall construct at its cost and expenses the said Residential cum Commercial Building Complex as per sanction of the building plan for the said project land.
- b) The Developer shall assist the Owner to mutate the name of the Owner in respect of the portion of the project land (if any) which has not yet been mutated (if any) in the records of the B.L. & L.R.O.
- c) The Developer shall assist the Owner to obtain certificate for conversion of the land from Sali to "Commercial Bastu" from the concerned authority (if any).
- d) The Developer shall also assist the Owner to obtain land ceiling clearance from the competent authority (if required).
- e) The Developer shall obtain the sanction of the building plan in respect of the said project land at its cost and expenses.
- f) Project's name has mutually been fixed by the Parties mentioned herein before as "**GATEWAY**".
- h) All of the utility charges such as maintenance for generator, transformer, Club House, sinking fund etc. will be collected by the Developer from all the Transferees/Intending Purchasers for both the allocations.
- i) The Developer shall be liable to collect GST, T.D.S. and all other taxes imposed by the Govt., from transferee/Intending Purchaser(s) and bound to deposit the same with the concerned authorities.
- j) The Developer shall be liable to pay all assessments, outgoings, taxes, etc. in respect of the said property up to the date of execution of this Development

Agreement. Thereafter, the same shall be paid and borne by the Developer alone till the apportionment of the super-structure is completed in all respect as agreed in the present Development Agreement. Thereafter, the respective Owner of the respective part of the super-structure themselves shall be responsible for the same from the respective dates of their coming to acquire their respective shares of super-structure.

- k) All out-of-pocket expenses, incidental to this agreement, shall be borne and paid by the Developer alone and shall bear and pay the Advocates' professional fees of the Project, appointed by the Developer only.
- l) If the Land Owner(s) sells their allocation, the Land Owner(s) will collect GST, T.D.S. and all other taxes imposed by the Govt., from their transferee/Intending Purchaser(s) in the name of the Developer directly which will be refunded/reimbursed to the Developer as per requirement and after collection of it, the Developer is bound to deposit the same with the concerned authorities.

18. **MISCELLANEOUS:**

- 18.1 For all or any of the purposes mentioned herein, the Owner shall fully co-operate with the Developer in all manner and sign, execute, submit and/or deliver all applications, papers, documents, plans, etc. as may be required of, by the Developer from time to time at the cost and expenses of the Developer:
- 18.2 The Owner shall have the right to inspect the work and its progress regularly and any deviation of agreement or defects pointed out shall be rectified by the Developer. Any notice pointing out defect shall be given promptly and in any event within a reasonable time in respect of the works going on.
- 18.3 The Developer shall also be entitled to get the project's Loan against the said project land approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning Transferable/Saleable Areas to take loans from any such Banks or Financial Institutions. In case owing to any loans or finances obtained by the Developer, the Owner suffer from any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owner saved harmless and indemnified in respect of the same thereof.
- 18.4 At least one meeting will be held in the gap of every 3 (Three) months between the parties for better communication and for smooth and expeditious implementations of the project.

- 18.5 All major decisions will be taken by the Developer and the Owner mutually relating to the execution of aforesaid project.
- 18.6 In case of execution of Deed of Conveyance of the Developer's Allocation in favour of the transferee/nominees, the Constituted Attorney of the Owner(s) will sign the Deed of Conveyance on behalf of them as one of the Vendors and in case before or during the construction of the building if the Owner intend to sell its own allocation to the transferees/nominees then the Developer would be the confirming party.
- 18.7 The amount of Sinking Fund, Utility Charges, Maintenance Charges and Extra charges & Deposits mentioned in the **THIRD SCHEDULE** herein below, save and except the amount of sale proceeds of Units/transferrable area of Owner' Allocation will be collected from the intending Purchaser (s) in the name of the Developer directly and/or by the Land Owner mentioned herein above for its own Allocation which will be refunded/reimbursed to the Developer as per requirement.
- 18.8 In case of cancellation of the booking of the flats/apartments of the Owner' Allocation in the project, the amount of sale price including all the utility charges collected by the Land Owner mentioned herein above and kept with it, by way of selling the same, the Land Owner will be liable only to refund the same to the intending Purchaser(s) within the stipulated time as mentioned in the "Agreement for Sale", made with the intending purchasers. If the amount of Sinking Fund, Utility Charges, Maintenance Charges and other charges save and except the amount of sale proceeds of flats/apartments and car parking space of Owner' Allocation will be collected by the Land Owner from the intending Purchaser(s) and thereafter paid to the Developer, then the Developer will be liable to refund for the portion of the said amount only.
- 18.9 For the payment of G.S.T, T.D.S. and other taxes (if applicable) for the sale of the Units, the Developer will be liable for the same for its own allocation only and the Owner will also be liable for the same for their respective own allocation only i.e. each of them will not be liable due to the same for other's allocation.
- 18.10 After completion of construction of the project, the Developer shall handover to the Owner of its allocation and if any unit/flat/apartment is/was unsold, the Maintenance Charges of the unsold units/flats/apartments of the Owner' Allocation, shall be paid by the Owner from the date of hand over of the possession and/or Completion Certificate (C.C.)/Occupancy Certificate which is earlier. The Owner herein or its intending Purchaser(s) will also pay G.S.T., if applicable for the unsold flats/units.

- 18.11. The Owner has already provided and handed over an area of **24.30 Decimal** more or less, to the Developer herein for making the project.

19. **DEFAULTS:**

- 19.1 In case, the Owner complies with and/or are ready and willing to carry out its obligations as stated herein and the Developer fails and /or neglects to comply with its obligations to construct and complete the Building Complex of this project within the stipulated period, the Developer shall not be entitled to get any extension of time and in case of failure to complete the building, the Developer shall be liable to pay to the Owner predetermined compensation of **Rs 10,000/- (Rupees Ten Thousands) only** per month for every completed month's delay beyond the grace period.
- 19.2 In case the Owner complies with and/or is ready and willing to carry out its obligations as stated herein and the Developer fails and /or neglects to comply with its obligations hereunder, the Owner shall give a written notice to the Developer to rectify/correct the default within 30 days of such notice and in case the Developer fails to rectify the default within such 30 days' notice period, the Owner shall be entitled to sue against the Developer for specific performance of the contract/ and or damages.
- 19.3 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by it from the defaulting party without prejudice to its other rights hereunder.
- 19.4 Without prejudice to the other provisions hereof, the Owner specifically agrees and accepts that in case of a default made by the Owner, remedy in damages may not be sufficient remedy to the Developer (if thinks) and the Developer shall be well and truly entitled to seek and obtain the remedy of specific performance of the contract against the Owner.
- 19.5. In case any encumbrance or curable defect/deficiency in title is found to be affecting the said project land or any part thereof before or after starting the constructions works, the Land Owner only will be liable for the same relating to the said defect of Title of project land and remove and cure the same at its own costs and expenses promptly. They will also bear all losses, damages, penalties incurred relating to the same.

- 19.6. Any litigation/suit relating to the construction of the project, will henceforth be taken care of by the Developer being the Attorney of the Land Owner (after execution and registration of Development Power of Attorney) and/or in case the same is managed by the Land Owner, the expenses made by them, will be reimbursed by the Developer.

20. INDEMNITY:

- (a) The **Developer** shall indemnify the **Owner** against any claim whatsoever related to the construction of this project in the extent of this Agreement, if any litigation arises due to default on part of the **Developer**.
- (b) The Second Party/Developer herein indemnifying the Owner that any of transactions made between them and or nominee/nominees in whatsoever manner, the **First Party/Owner** shall remain harmless and non-labile.

21. COMMON RESTRICTIONS:

- 21.1 Neither the Parties shall use nor permit to use of their respective constructed space or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the buildings.
- 21.2 Neither the Parties shall demolish any wall or make any structural alteration to the buildings.
- 21.3 Both the Parties shall abide by all laws, bye laws, rules and regulations of the competent authority in enjoying the occupation of the buildings of the project.
- 21.4 Only the Developer will form an ad-hoc common body committee to look after the maintenance of the buildings.
- 21.5. Neither the Parties shall use or nor to permit to use of the projected area and/or any constructed space or any portion of the said building(s) for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 21.6. Both the Parties will allow the said Association or the common persons to enter into project for maintenance of the buildings upon giving notice in writing.
- 21.7 Both the parties and theirs transferees will bear proportionate tax, maintenance cost, day to day expenditure for their respective shares, after completion of the buildings/project.
- 21.8 The Owner hereby agree and covenant with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof (only for the case of Project Land) without the prior consent in writing of the Developer and any assignment or transfer without such prior written consent shall make

the Owner collectively liable for payment of damages and compensation to the Developer.

22. TERMINATION:

That the agreement will be terminated on giving **3 (Three)** months' notice by the parties to each other if the terms and conditions of this Agreement are not complied by the Parties herein .

23. LEGAL PROCEEDINGS:

- a) It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as Constituted Attorney of the Land Owner (after execution and registration of Development Power of Attorney) to defend all actions, suits and proceeding which may arise in respect of the development of the said project and all costs, charges and expenses incurred for the purpose with the approval of the Owner shall be borne and paid by the Developer. The Owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably require to be done in the matter and the Owner shall execute any such additional "Power of Attorney" and / or authorization as may be required by the Developer for the purpose of the Owner as undertake to sign and execute all such additional appliance and other documents as the case may be provided that all such acts deeds and things do not in any way infringe of the rights of the owner and /or go against the spirit of this agreement.
- b) Both the Developer and the Owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts. The Owner and the Developer and their nominee hereby agree to abide by all rules and regulations of the management of the society/ association / holding organization.
- c) As and from the date of completion of the Buildings, the Developer and /or its transferees and the Owner and/or their transferees shall be liable to pay and bear proportionate charges on account of ground rent and other Taxes payable in respect of their space.

24. NOTICES:

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4th day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered

post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

25. JURISDICTION

All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present Development Agreement or between the parties or their representatives shall be subject to the jurisdiction of the competent court where jurisdiction lies.

26. APPLICATION OF RERA, 2016:

All the rules and regulations of the Real Estate (Regulations & Development) Act, 2016 (RERA) will be complied by all the concerned parties imposed by the Central Government as well as the State Government, by notification in the Official Gazette (if any) time to time.

27. ARBITRATION:

a) All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present Development Agreement, made between the parties or their representatives shall be referred to the sole Arbitrator whose decision shall be final and binding on both the parties.

b) All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment there shall be referred to the Arbitral Tribunal.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SAID PROJECT LAND)

ALL THAT piece and parcel of Shali and Bastu Commercial land measuring about **24.30 Decimal** more or less, in **Part of R.S. Dag Nos. 1012 & 1013 under R.S. Khatian No. 100, and 416 corresponding to Part of L.R. Dag Nos. 1012 & 1013 under L.R. Khatian No.6069**, by Nature -Bastu Commercial, lying and situated at **Mouza- Mallickpur, J.L. No.-10, Revenue Survey No. 124, Touzi No.250, Pargana- Medanmalla**, comprised in the following **R.S.& L.R Dag Nos and L.R. Khatian Nos-**

R.S. & L.R. Dag Nos.	L.R. Khatian Nos.		Nature of Land	Total Area in Dag (In Dec.)	Purchased Area (In Dec.)	Mutated Area (In Dec.)	Own Area which is under this Agreement (In Dec.)	Set Forth Value (In Rs.)
	R.S.	L.R.						
1012	100	6069	Commercial Bastu	15	15.00	15.00	15.00	30,00,000
1013	416	6069	Commercial Bastu	20	9.256	9.30	9.30	20,00,000
			Total=	35	24.256	24.30	24.30	50,00,000/-

District Sub-Registration Office at Alipore, Additional District Sub-Registration Office- Baruipur, Police Station - Baruipur, within the jurisdiction of **Mallickpur Gram Panchayat**, Pin Code No. 700145, in the District of South 24 Parganas which is butted and bounded as follows:

Butted and Bounded of RS & LR Dag No. 1012 :

ON THE NORTH : Part of R.S & L.R. Dag Nos. 1005 and 1010.

ON THE SOUTH : R.S & L.R. Dag No. 1013.

ON THE EAST : R.S & L.R. Dag No.1011.

ON THE WEST : R.S & L.R. Dag No.1004.

Note : Nearest Road : P.W.D Road. (Ganima Road).

Butted and Bounded of RS & LR Dag No. 1013 :

ON THE NORTH : R.S & L.R. Dag No. 1012.

ON THE SOUTH : Part of R.S & L.R. Dag Nos. 1014 and 1015.

ON THE EAST : R.S & L.R. Dag No.1011.

ON THE WEST : Part of R.S & L.R. Dag Nos. 1003 and 1004.

Note : Nearest Road : P.W.D Road. (Ganima Road).

THE SECOND SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS & INSTALLATIONS & SPECIFICATIONS)

A. Common Areas & Installations of Individual Building:

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and lift of the Designated Block.
3. Lift with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.

4. Electrical installations with main switch and meter and space required therefore in the building.
5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the building.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of any individual building.

B. Common Areas & Installations of the Building Complex:

1. Electrical installations and the accessories and wirings in respect of the Building Complex and the space required therefore, if installed (and if installed then at extra costs as specified herein).
2. Underground water reservoir, water pump with motor with water distribution pipes to the Overhead water tanks of Buildings.
3. Municipal Water supply or Deep tube well with water filtration plant (only in case of deep tube well) for water supply.
4. Water waste and sewerage evacuation pipes and drains from the several buildings to the municipal drains.
5. DG Set, its panels, accessories and wirings and space for installation of the same.
6. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex.

C. Those which are to remain common to all the Flats/Apartments/Unit Owners of the residential complex. All the Unit Owner shall have proportionate share therein. These include the following:

1. 24 Hours Power Back Up
2. 24 Hours Security Service.
3. 24 Hours Water Supply
4. CC TV Surveillance
5. AC Multy-GYM
6. AC Community Hall
7. Roof Top Swimming Pool
8. Sky Turf
9. Sky Walk
10. Adda Zone
11. Kids Play Arena
12. Shopping Centre

D. Specifications as regards constructions of and fittings and fixtures to be provided in the Units of Housing Complex:

SPECIFICATIONS	
Foundation & Super Structure	Earthquake-resistant RCC framed structure
INTERNAL SPECIFICATIONS	
Wall finish	Internal walls with plaster of Paris.
Flooring	Vitrified tiles in all bedrooms, living/ dining rooms, Balcony/Verandah.
Kitchen	Black Granite platform.
	Floor made with Anti-skid ceramic / vitrified tiles .
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
Toilet	Electric points for microwave & water filter
	floor with anti-skid Ceramic tiles
	Fine quality ceramic tiles on the walls up to lintel height
	CP fittings of ISI Mark of reputed brand
Windows	White Sanitary ware of ISI Mark of reputed brand
Doors	Anodized aluminium sliding glass windows with integrated MS grills
Electricals	Flush door with wooden frame for bedroom. Main door will be flush door with laminated finish on outside.
	Concealed copper wiring with modular switches (ISI marked)
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet, AC point with starter in Master Bedroom only.
	Cable T.V. & intercom points in living and dining rooms
	Washing Machine Point will be given in Balcony
	Generator back up for 1 BHK - 500 Watt, 2 BHK - 600 Watt & 3 BHK - 800 Watt @ mandatory extra charges.
EXTERNAL SPECIFICATIONS	
Elevation	Modern aesthetic elevation
Wall finish	By synthetic base water proof paint
Ground Lobby	Vitrified Tiles on floor
Staircase & Floor Lobby	Vitrified Tiles / Marble / Granite on staircases & floor lobby
Elevators	Lift from a reputed manufacturer up to terrace.
Water Supply	24 hours through deep tube well.
Security	CCTV at ground floor with 24x7 central security surveillance.
Fire fighting system	Adequate nos. of fire extinguishers in common areas.
Generator	Back up for all common areas, deep tube wells & lifts.
Common lighting	Overhead illumination for driveway. Necessary illumination in all lobbies, staircases & common areas.
Roof	Roof will be open for Garden and Others amenities.

Note: The Developer may change the specifications mentioned above with alternative substitutes available in market of same or similar quality or value.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(EXTRAS & DEPOSITS)

EXTRAS shall include:

- (a) All costs, charges and expenses on account of HT & LT power (including Sub-stations, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- (b) Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider presently being WBSEDCL or other electricity service provider for electricity connection at the Building Complex.
- (c) All costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex.
- (d) Betterment fees, development charges, water connection charges and other levies, taxes, duties and statutory liabilities that may be charged on the said project land or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- (e) Cost of formation of Association/service maintenance company/ Society.
- (f) Club and Club related facilities, equipments and installation, if so, provided by the Developer.
- (g) Service Tax, Value Added Tax (VAT), or any other statutory charges/ levies.

DEPOSITS (which shall be interest free) shall include:

- a. Deposit on account of maintenance charges, common expenses, municipal rates and taxes, etc.
- b. Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owner, in the Building Complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS / PORTIONS OF THE PROJECT)

COMMON AREA / PORTIONS shall include:

- a. Entrance and exits to the said project land and the proposed building.
- b. Boundary walls and main gate of the said project land.

- c. Ultimate Roof Top of the proposed building/s of several blocks.
- d. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
- e. Drive way and Path and passage.
- f. Space for the meters where meters will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and/ exclusively for its use).
- g. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room.
- h. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Buildings.
- i. Community hall, swimming pool, Gymnasium and other spaces for common use.
- j. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Project land and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owner.
- k. Land underneath of the proposed building.
- l. Septic Tank, electrical transformer and electrical devises.
- m. Common bath cum privy if any in the ground floor of each of the proposed buildings.
- n. Lift well with lift, machine room with all concerned accessories.
- o. All mandatory open spaces.

IN WITNESS WHEREOF the **PARTIES** hereto, have set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED & DELIVERED by the

PARTIES at Kolkata in the Presence of :-

1. Shek Ataur Rahaman
34, Sodepur Brick Field Road
Kolkata - 700082.

Jesminara Khatun

2. Farid ali Khasar
Farid pur, Mallick pur
Kul Kaleri - 700045

Signature of the **OWNER/
FIRST PARTY**

SIGNED SEALED & DELIVERED by the
PARTIES at Kolkata in the Presence of :-

1. Shek Ataur Rahaman

2. Fomil ali Lakhar

AURIK CONSTRUCTION
Maidul Islam
Proprietor

Signature of the **DEVELOPER/**
SECOND PARTY

Drafted & Prepared by me



(Shek Ataur Rahaman)
Advocate
Alipore Judges' Court,
Kolkata-27
(Regn. No.-WB/382/2000)
Mob: 9330942717

DISTRICT- SOUTH 24 PARGANAS**OFFICE OF THE DISTRICT SUB- REGISTRAR - V , ALIPORE**

		Thumb	1st finger	Middle finger	Ring finger	Small finger
 Jesminara Khatun	Left Hand					
	Right Hand					

Name:

MRS. JESMINARA KHATUN

Signature :-

Jesminara Khatun

 Maidul Islam	Left Hand					
	Right Hand					

Name:

MR. MAIDUL ISLAM**AURIK CONSTRUCTION**

Signature :-

Maidul Islam*Proprietor*

PHOTO	Left Hand					
	Right Hand					

Name:

Signature :-



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



020620252009115974

GRIPS Payment Detail

GRIPS Payment ID:	020620252009115974	Payment Init. Date:	02/06/2025 10:26:26
Total Amount:	41607	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9721592092655	BRN Date:	02/06/2025 10:26:59
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SHEK ATAUR RAHAMAN
Mobile: 9330942717

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260091159758	Directorate of Registration & Stamp Revenue	41607
Total			41607

IN WORDS: FORTY ONE THOUSAND SIX HUNDRED SEVEN ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192025260091159758

GRN Details

GRN:	192025260091159758	Payment Mode:	SBI Epay
GRN Date:	02/06/2025 10:26:26	Bank/Gateway:	SBIePay Payment Gateway
BRN :	9721592092655	BRN Date:	02/06/2025 10:26:59
Gateway Ref ID:	IGASWTWGQ0	Method:	State Bank of India NB
GRIPS Payment ID:	020620252009115974	Payment Init. Date:	02/06/2025 10:26:26
Payment Status:	Successful	Payment Ref. No:	2001460334/1/2025
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr SHEK ATAUR RAHAMAN
Address:	34 Sodepur Brick Field Road, Kolkata-700082
Mobile:	9330942717
Email:	shekhassanurrahman@gmail.com
Period From (dd/mm/yyyy):	02/06/2025
Period To (dd/mm/yyyy):	02/06/2025
Payment Ref ID:	2001460334/1/2025
Dept Ref ID/DRN:	2001460334/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001460334/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	40900
2	2001460334/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	707
Total				41607

IN WORDS: FORTY ONE THOUSAND SIX HUNDRED SEVEN ONLY.

Major Information of the Deed

Deed No :	I-1630-04304/2025	Date of Registration	02/06/2025
Query No / Year	1630-2001460334/2025	Office where deed is registered	
Query Date	26/05/2025 6:12:35 PM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Shak Ataur Rahaman Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9143336487, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 100]		
Set Forth value	Market Value		
Rs. 50,00,000/-	Rs. 1,94,39,987/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 41,000/- (Article:48(g))	Rs. 739/- (Article:E, E)		
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Baruipur, Gram Panchayat: MALLIKPUR, Mouza: Mallikpur, JI No: 10, Touzi No: 250 Pin Code : 700145

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1012	RS-100	Commercial Use	Commercial Use	15 Dec	30,00,000/-	1,19,99,992/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
L2	RS-1013	RS-416	Commercial Use	Commercial Use	9.3 Dec	20,00,000/-	74,39,995/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
		TOTAL :			24.3Dec	50,00,000 /-	194,39,987 /-	
		Grand Total :			24.3Dec	50,00,000 /-	194,39,987 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs JESMINARA KHATUN Wife of Mr Maidul Islam Executed by: Self, Date of Execution: 02/06/2025 , Admitted by: Self, Date of Admission: 02/06/2025 ,Place : Office		 Captured	
		02/06/2025	LTJ 02/06/2025	02/06/2025

Mayfair Palms Apartment, Block-A, Flat No-A301, 132, Vivekananda Avenue, City:- Not Specified, P.O:- Malancha Mahinagar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700145 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX9 , PAN No.: AFxxxxxx8Q, Aadhaar No: 79xxxxxxxx8320, Status :Individual, Executed by: Self, Date of Execution: 02/06/2025
 , Admitted by: Self, Date of Admission: 02/06/2025 ,Place : Office

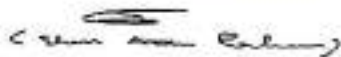
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AURIK CONSTRUCTION Plot No-1014, Ground Floor, Ganima Road, Village:- Mallickpur, P.O:- Mallickpur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700145 Date of Incorporation:XX-XX-2XX0 , PAN No.: ADxxxxxx3Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr MAIDUL ISLAM (Presentant) Son of Mr Nur Mohammad Molla Date of Execution - 02/06/2025, , Admitted by: Self, Date of Admission: 02/06/2025, Place of Admission of Execution: Office			 Captured	
		Jun 2 2025 1:07PM	LTI 8296/0925	0206/2025
Mayfair Palms Apartment, Block-A, Flat No. A301, 132, Vivekananda Avenue,, City:- Not Specified, P.O:- Malancha Mahinagar, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700145, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: ADxxxxxx3Q, Aadhaar No: 71xxxxxxxx9383 Status : Representative, Representative of : AURIK CONSTRUCTION (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shek Ataur Rahaman Son of Late Sk Anisur Rahaman 34, Sodepur Brck Field Road, City:- Not Specified, P.O:- Haridevpur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700082		 Captured	
	02/06/2025	02/06/2025	02/06/2025
Identifier Of Mrs JESMINARA KHATUN, Mr MAIDUL ISLAM			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs JESMINARA KHATUN	AURIK CONSTRUCTION-15 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs JESMINARA KHATUN	AURIK CONSTRUCTION-9.3 Dec

Endorsement For Deed Number : I - 163004304 / 2025

On 02-06-2025

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:01 hrs on 02-06-2025, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr MAIDUL ISLAM .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,94,39,987/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 02/06/2025 by Mrs JESMINARA KHATUN, Wife of Mr Maidul Islam, Mayfair Palms Apartment, Block-A, Flat No-A301, 132, Vivekananda Avenue, P.O: Malancha Mahinagar, Thana: Sonarpur, , South 24 -Parganas, WEST BENGAL, India, PIN - 700145, by caste Muslim, by Profession Business

Identified by Mr Shek Ataur Rahaman, , Son of Late Sk Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 02-06-2025 by Mr MAIDUL ISLAM, Proprietor, AURIK CONSTRUCTION (Sole Proprietorship), Plot No-1014, Ground Floor, Ganima Road, Village:- Mallickpur, P.O:- Mallickpur, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 700145

Identified by Mr Shek Ataur Rahaman, , Son of Late Sk Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 739.00/- (E = Rs 707.00/- ,H = Rs 28.00/- ,M (b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 707/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2025 10:26AM with Govt. Ref. No: 192025260091159758 on 02-06-2025, Amount Rs: 707/-, Bank: SBI EPay (SBIEPay), Ref. No. 9721592092655 on 02-06-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 41,000/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,900/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 305, Amount: Rs.100.00/-, Date of Purchase: 05/07/2023, Vendor name: L K Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/06/2025 10:26AM with Govt. Ref. No: 192025260091159758 on 02-06-2025, Amount Rs: 40,900/-, Bank: SBI EPay (SBIEPay), Ref. No. 9721592092655 on 02-06-2025, Head of Account 0030-02-103-003-02



Dilip Kumar Mondal
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2025, Page from 106418 to 106462

being No 163004304 for the year 2025.



Amal

Digitally signed by DILIP KUMAR MONDAL
Date: 2025.06.04 18:55:44 +05:30
Reason: Digital Signing of Deed.

(Dilip Kumar Mondal) 04/06/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

West Bengal.